

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LELAND STANFORD JUNIOR UNIVERSITY; and DOES 1 to 20,
Inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SARAH LANGLANDS and LEIGHLAND HOOKS, individually, and
on behalf of all other similarly situated persons

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED

3/6/2019 3:54 PM

Clerk of Court

Superior Court of CA,

County of Santa Clara

19CV343871

Reviewed By: R. Walker

Envelope: 2595021

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Santa Clara
191 N 1st St, San Jose, CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Cary Kletter, Kletter Law, 1900 S. Norfolk St., Ste. 350, San Mateo, CA 94403

CAS NUMBER
(Número de Caso)
19CV343871

DATE:
(Fecha) 3/6/2019 3:54 PM

Clerk of Court

Clerk, by
(Secretario)

R. Walker

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): **LELAND STANFORD JUNIOR UNIVERSITY**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☒ by personal delivery on (date): 3/8/19

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Clerk of Court

Superior Court of CA,

County of Santa Clara

19CV343871

Reviewed By: R. Walker

1 Cary Kletter (SBN 210230)
2 Rachel Hallam (SBN 306844)
3 KLETTER LAW
4 1900 S. Norfolk Street, Suite 350
5 San Mateo, CA 94403
6 T: 415.434.3400
7 E: ckletter@kletterlaw.com

8 Attorneys for PLAINTIFF
9 SARA LANGLANDS

10 Hunter Pyle (SBN 191125)
11 Chad Saunders (SBN 257810)
12 HUNTER PYLE LAW
13 428 13th Street, 11th Floor
14 Oakland, CA 94612
15 T: (510) 444-4400
16 E: csaunders@hunterpylelaw.com

17 Attorneys for PLAINTIFF
18 LEIGHLAND HOOKS

19 **SUPERIOR COURT OF CALIFORNIA**
20 **COUNTY OF SANTA CLARA**
21 **UNLIMITED JURISDICTION**

22 SARA LANGLANDS and LEIGHLAND
23 HOOKS, individually, and on behalf of all other
24 similarly situated persons,

25 Plaintiffs,

26 v.

27 LELAND STANFORD JUNIOR UNIVERSITY;
28 and DOES 1 to 20, inclusive,

Defendants.

Case No. **19CV343871**

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY**

Plaintiffs SARA LANGLANDS and LEIGHLAND HOOKS, on behalf of themselves and all other similarly situated individuals, complain and allege, upon information and belief, including the investigation of PLAINTIFFS' counsel, unless otherwise, the following:

I. INTRODUCTION

1. Plaintiffs SARA LANGLANDS ("LANGLANDS") and LEIGHLAND HOOKS ("HOOKS"), who worked as nonexempt employees for the LELAND STANFORD JUNIOR UNIVERSITY ("STANFORD"); and/or DOES 1 THROUGH 20 (collectively "DEFENDANTS") bring this class action against DEFENDANTS.

2. DEFENDANTS had and/or have a policy and practice of failing to provide their non-exempt employees in California with:

- A. Overtime payments when they work at more than one location per day for a total of over 8 hours;
- B. A meal break, or missed meal break penalty wages, when such employees work more than 5 hours without being provided with a meal break and/or a second meal break, or missed meal break penalty wages, when such employees worked shifts of more than 10 hours without being provided with a second meal break;
- C. Wages for travel time between locations, and/or to mandatory meetings;
- D. Expense reimbursement for travel (mileage and gas) between locations and to mandatory meetings;
- E. Expense reimbursement for cell phone usage;
- F. Failing to produce accurate wage statements based upon the policies and practices described above;
- G. Failing to provide employee records after being asked to do so by former employees;
- H. Waiting time penalties; and
- I. Failing to provide full-time employee benefits to employees who work more than one part-time job for Stanford, the hours of which add up to full-time work.

11 4. PLAINTIFFS, on behalf of themselves and all others similarly situated, seek
12 injunctive and declaratory relief, compensation for all uncompensated work, liquidated and/or
13 other damages as permitted by applicable law, as well as attorneys' fees, penalties, interest and
14 costs.

5. LANGLANDS is an individual who, at all relevant times, was a resident of the State of California. LANGLANDS was an employee of DEFENDANTS in California from approximately January 2013 to February 2018. At times she was classified by DEFENDANTS as "part-time".

18 6. HOOKS is an individual who, at all relevant times, was a resident of the State of
19 California. HOOKS was an employee of DEFENDANTS in California from approximately
20 September 2014 to January 2019.

21 7. STANFORD is, upon information and belief, a California non-profit corporation
22 doing business in California.

23 8. Upon information and belief STANFORD has more than 12,000 employees of whom
24 more than 1,500 are non-exempt employees.

25 9. PLAINTIFFS are ignorant of the true names and capacities of the DEFENDANTS
26 sued herein as DOES 1 through 20 and therefore sue them by such fictitious names.
27 PLAINTIFFS are informed and believe and thereon allege that said DEFENDANTS are in some

1 manner legally responsible for the activities and damages alleged herein. PLAINTIFFS will
2 amend this Complaint to allege their true names and capacities when ascertained.

3 10. PLAINTIFFS are informed and believe and thereon allege that at all times herein
4 mentioned each of the DEFENDANTS was acting as the partner, agent, servant, and employee of
5 each of the remaining DEFENDANTS, and in doing the things alleged herein was acting within
6 the course and scope of such agency and with the knowledge of the remaining DEFENDANTS.
7 At all times herein mentioned, DEFENDANTS, and each of them, ratified each and every act or
8 omission complained of herein. At all times herein mentioned, the DEFENDANTS, and each of
9 them, aided and abetted the acts and omissions of each and all of the other DEFENDANTS in
10 proximately causing the damages, and other injuries, as herein alleged.

11 **III. JURISDICTION AND VENUE**

12 11. This Court has jurisdiction over PLAINTIFFS', claims pursuant to Labor Code §
13 1194.

14 12. The Court has jurisdiction over PLAINTIFFS' claims for injunctive relief and
15 restitution arising from DEFENDANTS unlawful business acts and practices under B&P Code
16 §§ 17203 and 17204.

17 13. Venue as to Defendants is proper in this County pursuant to California Code of Civil
18 Procedure ("CCP") § 395(a). DEFENDANTS conduct business and employ Class Members in
19 this County, and events complained of herein occurred in this County.

20 14. On or about February 4, 2019, PLAINTIFFS or some of them gave notice to the
21 California Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code §§
22 210 and 211, and the California Private Attorneys General Act, § 2698, *et seq.* ("PAGA") about
23 Defendants' violation of Labor Code §§ 203, 204, 210 and 211. Thus the Court has jurisdiction
24 over PLAINTIFFS' claims for penalties pursuant to Labor Code §§ 203, 204, 210 and 211.

25 15. The LWDA already has given, or will give, PLAINTIFFS or some of them the right to
26 proceed as private attorneys general because the LWDA does not intend to investigate
27 PLAINTIFFS' allegations.

1 16. PLAINTIFFS or some of them are or will be authorized and deputized to proceed as
2 private attorneys general.

3
4 **IV. FACTUAL ALLEGATIONS**

5 17. PLAINTIFFS, and other Class Members worked as non-exempt employees of
6 DEFENDANTS in California.

7 18. PLAINTIFFS, and other Class Members, worked in excess of 8 hours per day
8 (sometimes at different job sites) but were not paid overtime premium wages for their overtime
9 hours worked.

10 19. At times, DEFENDANTS paid PLAINTIFFS and Class Members straight wages for
11 overtime work.

12 20. At times, DEFENDANTS employed an unlawful scheme in which PLAINTIFFS and
13 Class Members overtime hours on one day were added to other shifts so that DEFENDANTS
14 could pay them straight wages for overtime hours.

15 21. PLAINTIFFS, and other class members, were not provided with 30-minute
16 uninterrupted meal breaks in which they were relieved of all work when they worked shifts in
17 excess of 5 hours, and were not provided with missed meal break penalty wages.

18 22. PLAINTIFFS, and other Class Members, who worked in excess of 10 hours per day
19 were not provided with a second meal break by DEFENDANTS, nor were they provided with
20 missed meal break penalty wages, when they worked in excess of 10 hours per day.

21 23. PLAINTIFFS and Class Members were not paid for their travel time between job
22 locations and between their job locations and mandatory meetings.

23 24. PLAINTIFFS and Class Members were not reimbursed for travel expenses (mileage
24 and gas) for travel to and from mandatory meeting locations and travel between job locations.

25 25. PLAINTIFFS and other Class Members were not reimbursed for their work-related
26 cell phone usage.

26. DEFENDANTS did not accurately record the hours worked, overtime and meal breaks taken by PLAINTIFFS, and other Class Members on their wage statements.

27. PLAINTIFFS and Class Members were not provided with waiting time penalties when they were entitled to them.

28. PLAINTIFFS and Class Members who worked more than one part-time job for Stanford, the hours of which added together equaled full-time work, were not provided with full-time benefits .

29. On March 9, 2018 LANGLANDS requested copies of all documents that she signed, her personnel file, and her wage and hour records. DEFENDANTS did not provide LANGLANDS and Class Members who requested personnel records with the records requested.

V. CLASS ALLEGATIONS

30. PLAINTIFFS LANGLANDS and HOOKS bring this action on behalf of themselves and others similarly situated, and the Class Members, pursuant to CCP § 382.

31. The Class that PLAINTIFFS LANGLANDS and HOOKS seek to represent is defined as follows:

All non-exempt employees of DEFENDANTS during the four years prior to the commencement of this lawsuit through the date of final resolution of the claims herein in the State of California.

32. This action has been brought and may properly be maintained as a class action under CCP § 382 because there is a well-defined community of interest in the litigation and the Class is easily ascertainable:

a. Numerosity: The potential Class Members as defined are so numerous that joinder of all the Class Members is impracticable. DEFENDANTS employ numerous non-exempt employees in California at any given time, it is estimated that there are more than 1,500 putative Class Members.

b. Commonality: There are questions of law and fact common to the PLAINTIFFS and to the Class that predominate over any questions affecting only individual

1 Class Members. These common questions of law and fact include, without
2 limitation:

- 3 i. Whether DEFENDANTS had or have a policy of failing to provide
4 overtime premium pay to employees who worked more than 8 hours
5 per day – sometimes at different locations and sometimes by putting
6 hours on different shifts (an unlawful scheme to avoid overtime).
- 7 ii. Whether DEFENDANTS have or had a policy and practice of failing
8 to provide a first or second meal break to Class Members who are
9 entitled to them in violation of the California labor laws;
- 10 iii. Whether DEFENDANTS' policy and practice of denying meal
11 breaks to Class Members is an unlawful, unfair or fraudulent
12 business act or practice in violation of B&P Code §§ 17200 and
13 17203, *et seq.*;
- 14 iv. Whether DEFENDANTS' policy and practice of failing to pay all
15 wages (including for travel time between work locations and/or to
16 mandatory meetings) to Class Members is an unlawful, unfair or
17 fraudulent business act or practice in violation of B&P Code §§
18 17200 and 17203, *et seq.*;
- 19 v. Whether DEFENDANTS have or had a policy and practice of failing
20 to pay Class Members split shift differential for working split shifts.
- 21 vi. Whether DEFENDANTS have or had a policy and practice of failing
22 to reimburse Class Members travel expenses.
- 23 vii. Whether DEFENDANTS have or had a policy and practice of failing
24 to reimburse Class Members for work related cell phone usage.
- 25 viii. Whether DEFENDANTS failed to provide employees working more
26 than one part-time job with full-time benefits when such employee's
27 hours worked in total was equal to full-time work;
- 28 ix. Whether DEFENDANTS violated Labor Code §§ 201-202 and/or the
Unfair Business Practices Act by failing to promptly pay
PLAINTIFFS, and all Class Members wages due to them upon the
termination of their employment;

- x. Whether DEFENDANTS' payroll policies and practices have violated the Labor Code and/or the Unfair Business Practices Act by providing wage statements that do not accurately reflect the employees' earnings, hours worked, or other items listed in Labor Code § 226;
 - xi. Whether DEFENDANTS failed to produce employment records to former employees who requested them.
 - xii. The proper formula for calculating restitution, damages and waiting time penalties owed to PLAINTIFFS, and the Class.
- c. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class and predominate over any questions affecting only individual members of the Class. Each of the Class Members has been damaged and is entitled to recovery by reason of Defendants' illegal policies and practices of failing to provide adequate meal breaks, of interrupting the employees' meal periods, of failing to timely and accurately pay non-exempt employees all wages due, and of failing to provide accurate itemized wage statements as required by law. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

FIRST CAUSE OF ACTION

(Failure to Pay All Overtime Earned for Hours Worked In
Violation of Labor Code §§ 510 and 1194 and IWC Wage Orders)

33. PLAINTIFFS incorporate by reference all paragraphs of this complaint.

34. Labor Code § 510(a) provides that work in excess of 8 hours in a day, or 40 hours in a week, must be compensated at a rate not less than one and one-half times the regular rate of pay for an employee.

35. Labor Code § 510(a) provides that work in excess of 12 hours in a day, and in excess of 8 hours on the seventh day, must be compensated at a rate not less than two times the regular rate of pay for an employee.

36. IWC Wage Order 4 and/or Title 8 of Cal. Code of Regulations § 11010 *et seq.* also provide that work in excess of 8 hours in a day, or 40 hours in a week, must be compensated at not less than one and one-half times the regular rate of pay for an employee.

37. Overtime wages must incorporate bonuses of the employees in the calculation of the regular rate of pay for purposes of determining the time-and-a-half and double-time amounts.

38. PLAINTIFFS, and other Class Members worked a shift or shifts totaling more than 8 hours in a work day.

39. PLAINTIFFS, and other Class Members worked more than 40 hours in a week.

40. DEFENDANTS failed to pay PLAINTIFFS, and other Class Members all overtime wages.

41. DEFENDANTS failed to pay PLAINTIFFS for travel time between job locations and to mandatory meetings.

42. Pursuant to Labor Code § 1194, PLAINTIFFS, and other Class Members are entitled to recover in a civil action the unpaid balance of the full amount of overtime compensation for all hours worked in excess of eight hours a work day.

43. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS, and other Class Members have suffered damages, in an amount to be proven at trial.

44. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS, and other Class Members are also entitled to attorneys' fees in addition to interest, expenses and costs of suit.

SECOND CAUSE OF ACTION

(Failure to Provide Meal Periods In Violation
of Labor Code §§ 226.7 and 512 and IWC Wage Orders)

45. PLAINTIFFS re-allege and incorporate by reference all of the previous allegations.

46. At all times relevant herein, Labor Code §§ 226.7 and 512 and the applicable wage IWC orders, including IWC Wage Order 4-2001 (Cal. Code Reg., tit. 8, § 11010, subds. 11(A) and 12(A)), have required DEFENDANTS to provide meal break periods to their employees.

1 47. Labor Code §§ 226.7 and 512, and the IWC wage orders, including IWC Wage Order
2 4-2001 (Cal. Code Reg., tit. 8, § 11040, subds. 11(A) and 12(A)), prohibit employers from
3 employing an employee for more than five hours without a meal period of at least 30 minutes,
4 unless the employee works less than six hours.

5 48. Labor Code §§ 226.7 and 512, and the IWC wage orders, including IWC Wage Order
6 4-2001 (Cal. Code Reg., tit. 8, § 11040, subds. 11(A) and 12(A)), prohibit employers from
7 employing an employee for 10 or more hours without a second meal period of at least 30
8 minutes.

9 49. Unless an employee is relieved of all duty during the 30 minute meal period, the
10 employee is considered "on duty" and the meal periods are counted as time worked, under the
11 applicable wage orders.

12 50. Under Labor Code § 226.7(b) and the IWC wage orders, an employer who fails to
13 provide a required meal period must, as compensation, pay the employee one hour of pay at the
14 employee's regular rate of compensation for each workday that the meal period was not
15 provided.

16 51. DEFENDANTS have or had a policy and practice of not providing to employees the
17 first nor second meal breaks to which they are entitled when the employees work more than 10
18 hours per day.

19 52. The aforementioned policies and practices are in violation of law, in that
20 DEFENDANTS' policies and practices have denied PLAINTIFFS, and other Class Members of
21 the first and second meal breaks to which they are legally entitled.

22 53. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS, and
23 other Class Members have suffered damages, in an amount to be proven at trial.

24 54. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS, and
25 other Class Members are also entitled to attorneys' fees in addition to interest, expenses and costs
26 of suit.

THIRD CAUSE OF ACTION

(Failure to Pay Wages for All Hours Worked In
Violation of Labor Code §§ 201, 202 and 203)

55. PLAINTIFFS re-allege and incorporate by reference all of the previous allegations.

56. Labor Code § 201(a) requires an employer who discharges an employee to pay compensation due and owing to the employee immediately upon discharge.

57. Labor Code § 202(a) requires an employer to pay compensation due and owing to an employee who has quit or resigned within seventy-two (72) hours of that the time at which the employee provided notice of his intention to quit or resign.

58. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under Labor Code §§ 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

59. PLAINTIFFS, and other Class Members are entitled to unpaid compensation for all hours worked at the legally mandated rates, but for which they have not yet been paid.

60. Some PLAINTIFFS and certain Class Members have left the employ of DEFENDANTS, but have not yet been fully compensated for the hours that they worked.

61. DEFENDANTS have willfully failed and refused to make timely payment of wages to PLAINTIFFS, and other Class Members.

62. As a direct and proximate result of DEFENDANTS' conduct, DEFENDANTS are liable to PLAINTIFFS, and other Class members for up to thirty (30) days of waiting time penalties pursuant to Labor Code § 203.

63. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS, and other Class Members are entitled to attorneys' fees, interest, expenses and costs of suit.

FOURTH CAUSE OF ACTION

(Violation of Labor Code §§ 204 and 210)

64. PLAINTIFFS re-allege and incorporate by reference all paragraphs of this complaint.

65. All wages due to any employee are due and payable twice (2) during each month and

all overtime wages must be paid no later than the payday for the next regular payroll period pursuant to Labor Code § 204.

66. DEFENDANTS did not pay PLAINTIFFS all of her regular wages and all of the overtime wages within the applicable time periods set forth in Labor Code § 204, and have not paid them to date.

67. Labor Code § 210 provides for penalties for failure to pay wages pursuant to California Labor Code § 204 as one-hundred dollars (\$100) for any initial violation and two-hundred dollars (\$200) for each subsequent violation, plus twenty-five percent (25%) of the amount withheld.

68. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS are also entitled to attorneys' fees, in addition to interest, expenses and costs of suit.

69. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS and Class Members have suffered damages, in an amount to be proven at trial.

FIFTH CAUSE OF ACTION

(Failure to Provide an Accurate Wage
Statement in Violation of Labor Code § 226)

70. PLAINTIFFS re-allege and incorporate by reference all of the previous allegations.

71. Labor Code § 226(a) and/or IWC Wage Orders (*See* 8 Cal. Code of Regs., §11040(8)) provide that every employer shall, semimonthly or at the time of each payment of wages, provide each employee with an accurate, written, itemized statement showing, *inter alia*, the gross wages earned, the total hours worked by the employee, and the applicable hourly rate in effect during the pay period and the corresponding number of hours earned at each hourly rate.

72. Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which the violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and attorneys fees.

73. DEFENDANTS have failed and continue to fail to provide accurate, itemized wage statements to PLAINTIFFS, and other Class Members in that the wage statements that DEFENDANTS provided to their non-exempt employees, including PLAINTIFFS, and other Class Members do not accurately reflect the actual hours worked and the wages earned.

74. DEFENDANTS are liable to PLAINTIFFS, and other Class Members for the amounts described above, in addition to the civil penalties provided for in Labor Code §226.3.

75. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFFS, and other Class Members are also entitled to attorneys' fees under Labor Code § 226(e), in addition to interest, expenses and costs of suit.

SIXTH CAUSE OF ACTION
(Civil Penalties Under Labor Code § 558)

76. PLAINTIFFS re-allege and incorporate by reference all paragraphs of this complaint.

77. Labor Code § 558 provides for civil penalties for violation of the Labor Codes' and IWC Wage Orders' regulations regarding hours worked.

78. Labor Code § 558 provides for civil penalties for violation of provisions regulating hours as \$50 for the initial pay period violation (in addition to the amount of the unpaid wages) and \$100 for each subsequent pay period violation (in addition to the amount of the unpaid wages).

79. At all relevant time herein, DEFENDANTS failed to pay PLAINTIFFS, and other Class Members all overtime earned for hours worked; failed to provide PLAINTIFFS, and other Class Members uninterrupted meal breaks; failed to pay PLAINTIFFS, and other Class Members all reimbursements to which the employees were entitled; failed to pay PLAINTIFFS, and other Class Members regular wages within the applicable time periods; and failed to provide PLAINTIFFS, and other Class Members with accurate itemized wage statements. DEFENDANTS' conduct described herein violates the IWC Wage Orders and Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512 and 1194.

80. DEFENDANTS are liable to PLAINTIFFS, and other Class Members for civil penalties pursuant to Labor Code § 558 for violation of the Labor Codes' and IWC Wage Orders' regulations regarding hours worked based upon the facts and circumstances described above.

SEVENTH CAUSE OF ACTION
(Unlawful, Unfair and Fraudulent Business Practices
In Violation of B&P Code §§ 17200 and 17203, *et seq.*)

81. PLAINTIFFS re-allege and incorporate by reference all of the previous allegations.

1 82. The California Business & Professions Code ("B&P Code") § 17200 *et seq.* prohibits
2 unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

3 83. B&P Code § 17202 provides: "Notwithstanding Section 2289 of the Civil Code,
4 specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in case
5 of unfair competition."

6 84. B&P Code § 17203 provides that the Court may restore to any person in interest any
7 money or property which may have been acquired by means of such unfair competition.

8 85. B&P Code § 17203 also provides that any person who meets the standing
9 requirements of Section 17204 and complies with CCP Section 382 may pursue representative
10 claims for relief on behalf of others.

11 86. B&P Code § 17204 allows "any person who has suffered injury in fact and has lost
12 money or property as a result of such unfair competition" to prosecute a civil action for violation
13 of the Unfair Business Practices Act.

14 87. Labor Code § 90.5(a) states that it is the public policy of California to vigorously
15 enforce minimum labor standards in order to ensure employees are not required to work under
16 substandard and unlawful conditions, and to protect employers who comply with the law from
17 those who attempt to gain competitive advantage at the expense of their workers by failing to
18 comply with the minimum standards law.

19 88. Pursuant to B&P § 17202, PLAINTIFFS and other similarly situated employees are
20 entitled to enforce all applicable provisions of the Labor Code.

21 89. Beginning at an exact date unknown to PLAINTIFFS, but at least since the date four
22 years prior to the filing of this suit, DEFENDANTS have committed acts of unfair competition as
23 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent
24 practices and acts described in this Complaint, including, but not limited to:

- 25 a. Violations of Labor Code §§ 510 and 1194, and IWC Wage Order 4 pertaining
26 to overtime compensation;
- 27 b. Violations of Labor Code §§ 226.7 and 512, and IWC Wage Order 4
28 pertaining to meal periods;
- c. Failing to reimburse for expenses;
- d. Violations of Labor Code § 226, pertaining to itemized statements of wages;
- e. Split Shifts Pay Violations;
- f. Waiting time penalties; and

1 g. Violations of Labor Code § 1198.

2 90. By violating these statutes and regulations, the acts of DEFENDANTS constitute
3 unfair and unlawful business practices under B&P § 17200 *et seq.*

4 91. The violations of these laws and regulations, as well as of fundamental California
5 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
6 B&P Code §§ 17200 and 17203, *et seq.*

7 92. The acts and practices described above constitute unfair, unlawful and fraudulent
8 business practices, and unfair competition, within the meaning of B&P Code §§ 17200 and
9 17203, *et seq.* DEFENDANTS' violation of the law and regulations described above constitutes
10 a business practice because it was done repeatedly over a significant period of time and in a
11 systematic manner to the detriment of PLAINTIFFS, and other Class Members. Among other
12 things, DEFENDANTS' acts and practices have forced PLAINTIFFS and other similarly situated
13 workers to labor for many hours in a row without receiving minimum (overtime) pay and the
14 meal periods to which they were entitled by law and which are important to employee safety.
15 The acts and practices described above have allowed DEFENDANTS to gain an unfair
16 competitive advantage over law-abiding employers and competitors.

17 93. As a direct and proximate result of the acts and practices described herein,
18 PLAINTIFFS, and other Class Members have been denied compensation, in an amount to be
19 proven at trial. PLAINTIFFS and those similarly situated have accordingly each suffered injury
20 in fact and have lost money or property as a result of DEFENDANTS' unfair, unlawful and
21 fraudulent business practices, and unfair competition.

22 94. PLAINTIFFS, and other Class Members are entitled to restitution pursuant to B&P
23 Code § 17203 for all wages and other compensation unlawfully withheld from employees during
24 the four year period prior to the filing of the complaint.

25 95. *Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389 does not preclude
26 PLAINTIFFS and Class Members from recovering as restitution under B&P Code § 17200 *et*
27 *seq.* *Pineda* only provides that Labor Code § 203 penalties are not recoverable as restitution
28 under Unfair Competition Law (UCL). *Id.* Therefore, PLAINTIFF, and other Class Members
can recover as restitution under UCL for violations of Labor Code §§ 226.7 and 512, and IWC
Wage Order 4 pertaining to meal and rest periods, Labor Code §§ 510 and 1194, and IWC Wage
Order 4 pertaining to overtime compensation, Labor Code §§ 201, 202 and 204, 210 and

1 2698(f)(2), pertaining to unpaid wages; and Labor Code § 226, pertaining to itemized statements
2 of wages.

3 96. Injunctive relief is necessary and appropriate to prevent DEFENDANTS from
4 repeating their unlawful, unfair and fraudulent business acts and practices described herein.

5 97. Pursuant to § 17203 and/or any other applicable law, PLAINTIFFS seeks an order
6 preventing DEFENDANTS from engaging in unlawful, unfair and fraudulent conduct, and
7 preventing DEFENDANTS from profiting and benefiting from illegal and wrongful acts.

8 98. PLAINTIFFS' success in this action will enforce important rights affecting the public
9 interest. Therefore, PLAINTIFFS sue on behalf of the general public, as well as themselves and
10 Class Members.

11 99. An award of attorneys' fees is appropriate pursuant to CCP § 1021.5 and other
12 applicable laws, because: 1) this action will confer a significant benefit upon a large class of
13 persons; 2) there is a financial burden involved in pursuing this action; and 3) it would be against
14 the interest of justice to force PLAINTIFFS to pay attorneys fees from any amount recovered in
15 this action.

16 EIGHTH CAUSE OF ACTION

17 (Violation of ERISA)

18 100. PLAINTIFFS re-allege and incorporate by reference all of the previous allegations.

19 101. DEFENDANTS provide retirement, health, dental, vision and other benefits to full-
20 time employees that are not provided to part-time employees.

21 102. PLAINTIFFS and Class Members, who were improperly classified as part-time
22 employees by DEFENDANTS worked more than one part-time job the hours of which
23 aggregated amounted to full-time work, should have been provided with full-time benefits by
24 DEFENDANTS.

25 103. DEFENDANTS who failed to provide PLAINTIFFS and Class Members and similarly
26 situated employees with such benefits violated the Employee Retirement Income Security Act
27 ("ERISA") 29 U.S.C. ch. 18 § 1001 et seq.

28 104. As a result, PLAINTIFFS suffered damages in an amount to be proven at trial.

105. PLAINTIFFS are entitled to recover the monetary value of the benefits not provided as
well as attorneys' fees and costs.

NINTH CAUSE OF ACTION

Expense Reimbursement

Labor Code § 2802

106. PLAINTIFFS re-allege all of the previous allegations herein.

107. DEFENDANTS' policies and practices failed to comply with the California Labor Code with regard to expense reimbursement.

108. DEFENDANTS did not have a cell phone use policy that accounted for the mandatory calls that their employees were required to participate in.

109. DEFENDANTS did not reimburse PLAINTIFFS, nor Class Members for their gas, mileage or work cell phone use expenses as required by Labor Code section 2802.

110. DEFENDANTS owe PLAINTIFFS, and other Class members unreimbursed business expenses.

TENTH CAUSE OF ACTION

Failure to Produce Records

Labor Code § 226,432 and 1198.5

111. LANGLANGS re-alleges all of the previous allegations herein.

112. LANGLANDS and Class Members requested Employment records from DEFENDANTS after their employment ended.

113. DEFENDANTS failed to produce the requested records.

114. DEFENDANTS' failure to produce records is a violation of CA Labor Code § 226,432 and 1198.5.

115. DEFEDANTS are liable for statutory damages, attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for an order as follows:

1. Pursuant to California CCP § 382, certifying this action as a class action;
2. Certifying the Class, and appointing PLAINTIFFS LANGLANDS and HOOKS and as Class Representatives, and KLETTER LAW and HUNTER PYLE LAW as Class Counsel;

4. For declaratory judgment that DEFENDANTS have violated B&P Code §§ 17200 and 17203, *et seq.*, as a result of the aforementioned violations of the Labor Code and of California public policy protecting workers, ensuring that workers are paid at the legally mandated rate for all hours worked, and prohibiting work without adequate meal breaks (second meal breaks where required);

6. For an award of restitution;

8. Imposing all statutory and/or civil penalties provided by law, including but not limited to, penalties under Labor Code §§ 201-204, 210, 211, 226, 226(e), 226.3, 226.7(b), 432, 1198.5 and Wage Order 5-2001 together with interest on these amounts;

10. Awarding PLAINTIFFS and Class Members damages under ERISA;

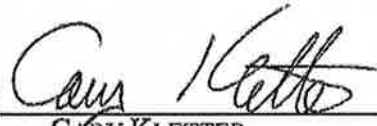
12. For statutory prejudgment interest:

14. For such other and further relief as this Court deems just and proper.

1 Plaintiffs, and other Class Members request a trial by jury on each cause of action for which
2 a trial by jury is proper.
3
4
5

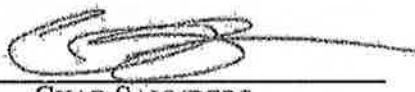
6 Dated: March 4, 2019

KLETTER LAW

7
8 By: 
9 CARY KLETTER
10 Attorneys for PLAINTIFF
11 SARA LANGLANDS
12

13 Dated: March 4, 2019

HUNTER PYLE LAW

14
15 By: 
16 CHAD SAUNDERS
17 Attorneys for PLAINTIFF
18 LEIGHLAND HOOKS
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Cary Kletter (SBN210230); Rachel Hallam (SBN 306844) Kletter Law 1900 S. Norfolk St., Ste. 350 San Mateo, CA 94403 TELEPHONE NO.: (415) 434-3400 FAX NO.: ATTORNEY FOR (Name): Plaintiffs LANGLANDS, HOOKS, et al.		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 3/6/2019 3:54 PM Reviewed By: R. Walker Case #19CV343871 Envelope: 2595021	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 N 1st St. MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:		CASE NUMBER: 19CV343871 JUDGE: DEPT:	
CASE NAME: Langlands, et al. v. Leland Stanford Junior University, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **10**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 6, 2019

Cary Kletter

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (36)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1KL/NAH

accepted by OGC

@ 121pm on

3/8/19